

LIBRARY FUNDING AGREEMENT

This **LIBRARY FUNDING AGREEMENT** (the “Agreement”) is made this ____ day of _____, 2023, by and between the **COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the “County”) and **SAMUELS LIBRARY, INCORPORATED**, a Virginia non-stock corporation (the “Library”).

I. PURPOSE, TERM

The Library is a non-profit organization and is organized exclusively for charitable and educational purposes, including the operation of Samuels Public Library that serves County taxpayers. The operations of the Library are managed by Library Trustees (collectively, the “Trustees”, individually, each, a “Trustee”) who have the authority to appoint officers, employ personnel, and make decisions on how the Samuels Public Library operates. The Warren County Board of Supervisors (the “Supervisors”) governs the County. The purpose of this Agreement is to establish the terms and conditions upon which the Library shall receive County funds, as County taxpayers contribute approximately 90% of the Library’s operational funding.

II. TERM

This Agreement shall commence upon the date of this Agreement and end on June 30, 2024. This Agreement will automatically renew for one-year terms beginning July 1 and ending June 30 from year to year unless notice of non-renewal is provided by the County or the Library at least ninety days prior to any current term expiration date.

III. 2023-2024 FUNDING

After the complete execution of this Agreement, the Supervisors shall appropriate all funds that have been previously budgeted by the Supervisors for the Library for the fiscal year which begins July 1, 2023 and ends June 30, 2024 (the “Funds”). In accordance with County practice, the Funds shall continue to be disbursed to the Library quarterly.

IV. LIBRARY GOVERNANCE

The Supervisors shall appoint all Trustees until such time as six Trustees have been appointed by the Supervisors, one for each County Magisterial District and one at large Trustee. After the appointment of such six Trustees by the Supervisors, if any such Trustee appointed by the Supervisors ceases to be a Trustee, the Supervisors shall again, from time to time as necessary, appoint all such Trustees until six such Trustees have been appointed by the Supervisors. The Supervisors shall appoint any two Trustees previously appointed by the Supervisors, or, at the Supervisors’ discretion, any other Trustees, to be Board Members at large on the Executive Committee. After the appointment of all such Trustees by the Supervisors, the Warren County, Virginia School Board (the “School Board”) shall appoint one Trustee. After the appointment of such Trustee by the School Board, if such Trustee appointed by the School Board ceases to be a Trustee, the School Board shall again,

from time to time as necessary, appoint another Trustee. If both the Supervisors and the School Board have vacancies in the Trustees to be appointed, the Supervisors shall appoint first, then the School Board. No Trustees shall be appointed by anyone other than the Supervisors and the School Board while there are vacancies in the appointments to be made by the Supervisors or the School Board. Existing Trustees may complete their terms, but shall only be reappointed upon the terms of this Agreement. All vacancies in Trustees shall be filled in accordance with this Agreement. All appointments of Trustees made after August 16, 2023 which are not in compliance with this Agreement, regardless of this Agreement's effective date, are void, and any such Trustee so appointed shall immediately resign. The Library's Articles of Incorporation and Bylaws shall be amended, to the satisfaction of the County Administrator, to comply with this Agreement within sixty days of the execution of this Agreement. Any modification to the Articles of Incorporation or Bylaws, or any agreement or practice by the Library, that affects the duties or powers of any Trustee appointed by the Supervisors or the School Board, or which increase the number of Trustees, shall be approved by the County Administrator.

V. FUNDING CRITERIA

The Library will submit their fiscal year funding request to Warren County's Financial Department during the second quarter of each fiscal year or as notified by Warren County's Finance Department. The Trustees will submit a Warren County Budget Preparation Form that describes the requested funding for the following categories. Only County funds may be used to purchase books and other reading, visual, or audio material. Remaining funds will be used for categories 1, 3, 4, 5, and 6 until exhausted. The funding categories shall consist of:

1. Salaries and Payroll Items
2. Books and other reading, visual, or audio materials
3. Building and Grounds
4. Technology
5. Office Expenses
6. Automated Systems

VI. CONSIDERATIONS FOR FUNDING

The County has the responsibility to ensure that the taxpayers' dollars are being appropriated in a manner that serves all the citizens of Warren County. Samuels Public Library shall recognize that Warren County taxpayers' interests will be considered in how the Board of Trustees establishes their library policies while protecting the rights of all citizens.

1. Library Material Collection:
 - a. Unlawful "obscene" library materials: Samuels Public Library will comply with library collection materials as defined in Virginia Code §18.2 Defenses and Offenses Generality, Chapter 8 Crimes Involving Morals and Decency, Article

5. Obscenity and Related Offense, and applicable court precedent regarding obscenity and first amendment protections

- b. Sexually Explicit Books and other library materials: Samuels Public Library will designate an “Adult Section” for all “sexually explicit material” in accordance with Virginia Code §18.2. Crimes and Offenses Generally, Chapter 8, Crimes Involving Morals and Decency, Article 5. Prohibited Sales and Loans to Juveniles.
- c. Patron Registration Policy: Samuels Public Library Patron Registration Policy shall include caregiver consent for checking out library materials that the Trustees deem inappropriate for their minor children.
- d. Collection Development: Samuels Public Library procedures for selecting, evaluating, re- evaluating, and withdrawing materials are open for public comment. The library shall utilize several book collection associations and maintain a reasonable ratio for selecting books and other media that represents the make-up of the community and a demand for a title.
- e. The Library shall comply with the Patron Registration Policy previously adopted by the Library that is attached as **Exhibit A** to this Agreement (the “Policy”). Any modifications to the Policy must be approved by the County Administrator.

2. Library Material Reconsideration:

The Library shall establish and make available on its website how Warren County citizens can file objections to the Library’s material collection.

3. Warren County Public Participation:

- a. All Library Board meetings shall be open to the public as required by the Virginia Freedom of Information Act (§ 2.2-3700 et seq. of the 1950 Code of Virginia, as amended).
- b. Board of Trustees open board positions shall be publicly advertised.
- c. Three days advance notice of the Board meetings of the Trustees shall be given to the public on the Library’s website, by placing such notice in a prominent location at which notices are regularly posted, and placing such notice in the office of the clerk or, if there is no clerk, the office of the Library’s chief administrator, unless the Board meeting of the Trustees is called to deal with an emergent situation requiring immediate action and not just routine business, in which case notice shall be provided to the public on the Library’s website, by placing such notice in a prominent location at which notices are regularly posted, and placing such notice in the office of the clerk or, if there is no clerk,

the office of the Library's chief administrator, contemporaneously with the notice provided to the Trustees.

- d. Warren County citizens shall have the opportunity to present comments and information to the Trustees regarding any item that is or is not on the agenda for that meeting. Three minutes shall be provided to each speaker, speakers may not donate time to others, each speaker may talk only once, and the total public comment time shall not exceed sixty minutes. The Trustees may extend the public comment period beyond sixty minutes, and may provide more than three minutes per speaker, at their discretion. The Trustees may direct that the staff prepare a report or take other action in response to comments received during such time. The Library's Bylaws shall be amended to comply with this Agreement, to the satisfaction of the County Administrator, within sixty days of the execution of this Agreement.
- e. The Library agrees that it is a public body for purposes of The Virginia Freedom of Information Act (the "Act") and that it shall comply with the Act.

VII. Legal

This Agreement may be modified in whole or part by mutual consent of the Library and the County. Any dispute concerning the performance or interpretation of this Agreement must be adjudicated in the General District or Circuit Courts of Warren County, Virginia. This Agreement constitutes the entire understanding and agreement among the parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written. If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement remains in full force and effect. If, however, the provision of the Agreement held invalid, illegal or unenforceable is material to the whole Agreement then the entire Agreement is of no force or effect, unless the parties otherwise unanimously agree in writing. This Agreement constitutes a fully negotiated agreement among sophisticated parties, with the assistance of legal counsel, and must not be construed and interpreted for or against any party thereto. This Agreement is not intended to benefit third parties, and no third-party beneficiary shall have standing to bring suit related to this Agreement. All payments and obligations of the County beyond June 30, 2024 are subject to appropriation.

This **Library Funding Agreement** has been duly authorized and approved by the Board of Supervisors of Warren County, Virginia and the Trustees of Samuels Library, Incorporated, and the representatives executing this Agreement are authorized to execute the same.

Warren County, Virginia

By: _____
Edwin C. Daley, County Administrator

Date: _____

Samuels Library, Incorporated

By: _____
Its: _____

Date: _____

Approved as to Form

By: _____
Jason J. Ham, County Attorney

Date: _____